

1 R. Scott Wilson  
2 TN Bar Number 019661  
3 *Pro hac vice* Motion simultaneously filed  
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13 **IN THE UNITED STATES DISTRICT COURT**  
14 **FOR THE DISTRICT OF ARIZONA**

12	Ian Peterson,	)	<b>Case No.</b>
13		)	
14	Plaintiff,	)	
15	vs.	)	
16	Aetna Life Insurance Company,	)	Complaint for Recovery of Plan
17		)	Benefits and For the Enforcement
18	Defendant.	)	of Rights Under ERISA
19	_____	)	

20 **COMPLAINT FOR RECOVERY OF PLAN BENEFITS AND FOR THE**  
21 **ENFORCEMENT OF RIGHTS UNDER ERISA**

22 COMES NOW, Plaintiff, Ian Peterson, and makes the following representations to  
23 the Court for the purpose of obtaining relief from Defendant's refusal to pay long term  
24 disability (LTD) benefits due under an employee benefits plan under ERISA, and for  
25 Defendant's other violations of the Employee Retirement Security Act of 1974  
26 ("ERISA"):  
27  
28

**JURISDICTION AND VENUE**

1  
2 1. This Court's jurisdiction over the Plaintiff's claim for long term disability  
3 benefits is invoked under federal question jurisdiction pursuant to 28 U.S.C. § 1331 and  
4 under the express jurisdiction found in the ERISA statute under 29 U.S.C. § 1132(e)  
5 (ERISA § 502(e)). Plaintiff's claims "relate to" an "employee welfare benefits plan" as  
6 defined by ERISA, 29 U.S.C. § 1001 et seq. and the subject long-term disability policy  
7 constitutes a "plan under ERISA."  
8

9  
10 2. The ERISA statute, at 29 U.S.C. § 1133, as well as Department of Labor  
11 regulations, at 29 C.F.R. § 2560.503-1 provide a mechanism for administrative or internal  
12 appeal of benefits denials. In this case, those avenues of appeal have been exhausted and  
13 this matter is now properly before this court for judicial review.  
14  
15

16 3. Venue is proper within the District of Arizona pursuant to 29 U.S.C. § 1132(e)  
17 (2).  
18

**PARTIES**

19  
20 4. Plaintiff, Ian Peterson, (hereinafter "Plaintiff"), is, and was at all relevant times,  
21 a resident of Maricopa County, Arizona.  
22

23 5. Plaintiff alleges upon information and belief that Defendant Aetna Life  
24 Insurance Company (hereinafter, "Aetna") is the party obligated to administer claims and  
25 pay benefits under the Bombardier Transportation (Holdings) USA, Inc., Long Term  
26 Disability Insurance Benefit Plan, of which Plaintiff is a beneficiary.  
27  
28

8. Plaintiff was employed by Bombardier Transportation (Holdings) USA, Inc., in its Phoenix, Arizona, location.

10. Bombardier Transportation (Holdings) USA, Inc.'s provision of group  
insurance coverage constitutes an ERISA welfare benefit plan.

12. Plaintiff ceased work effective October 14, 2014, due to the effects of brittle  
diabetes.

14. That application for benefits was approved, and Aetna paid benefits through April 7, 2017.

3

1 finding that Plaintiff was capable of sedentary exertion, and therefore not disabled once  
2 the policy's definition of disability shifted from an "own occupation" to and "any  
3 occupation" standard.  
4

5 16. Plaintiff timely appealed Aetna's decision, citing frequent episodes of hypo-  
6 and hyperglycemia, preventing him from sustaining a regular work schedule at any  
7 exertional level.  
8

9 17. Plaintiff provided updated medical records demonstrating his uncontrolled  
10 blood sugar levels, as well as the opinion of his treating physician that Plaintiff should  
11 remain off work until his blood sugars are resolved.  
12

13 18. By letter dated September 15, 2017, Aetna denied Plaintiff's appeal, and stated  
14 that the decision was final.  
15

16 19. Plaintiff has exhausted his administrative remedies under the Plan.

17 20. At no time did Aetna exercise its option to have Plaintiff examined by a  
18 physician of its choosing.  
19

20 21. The decision was arbitrary and capricious to deny benefits without a medical  
21 examination.  
22

23 22. The decision was arbitrary and capricious to deny benefits without a change in  
24 Plaintiff's underlying condition.

25 23. The entity that made the decision to deny benefits would pay any benefits due  
26 out of its own funds.  
27  
28

1           24. The entity that made the decision to deny benefits was under a perpetual  
2 conflict of interest because the benefits would have been paid out of its own funds.

3           25. The entity that made the decision to deny benefits allowed its concern over its  
4 own funds to influence its decision-making.

5  
6                                   **FIRST CAUSE OF ACTION**  
7                                   **FOR PLAN BENEFITS AGAINST THE DEFENDANT**  
8                                   **PURSUANT TO 29 U.S.C. §§ 1132(a)(1)(B)**

9           26. Under the terms of the policy, Defendant agreed to provide Plaintiff with long-  
10 term disability benefits in the event that Plaintiff became disabled as defined by the Plan.

11           27. Plaintiff is disabled under the terms of the Plan.

12           28. Defendant failed to provide benefits due under the terms of the Plan, and this  
13 denial of benefits to Plaintiff constitutes a breach of the Plan.

14           29. The decisions to deny benefits were wrong under the terms of the Plan.

15           30. The decisions to deny benefits and decision-making processes were arbitrary  
16 and capricious.

17           31. The decisions to deny benefits were not supported by substantial evidence in  
18 the record.

19           32. As a direct and proximate result of the aforementioned conduct of the  
20 Defendant in failing to provide benefits for Plaintiff's disability, Plaintiff has been  
21 damaged in the amount equal to the amount of benefits to which he would have been  
22 entitled to under the Plan.



ERIC BUCHANAN & ASSOCIATES, PLLC  
ATTORNEYS FOR PLAINTIFF

BY: s/R. Scott Wilson

R. Scott Wilson

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